

\$400 (PL) IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

HAN MIN LEE
110 Tenaflly Road
Tenaflly, NJ 07670

Plaintiff,

v.

1333 ENTERPRISE, INC.
1333 West Cheltenham Avenue, Suite 102
Elkins Park, PA 19027

And

YONG S. CHOI
22 Southwood Drive
Cherry Hill, NJ 08003

Defendants.

CIVIL ACTION

NO.

19-182

COMPLAINT AND DEMAND FOR TRIAL BY JURY

Plaintiff, Han Min Lee brings the within action against Defendants, 1333 Enterprise, Inc. ("1333 Enterprise") and Yong S. Choi ("Choi"), and alleges as follows:

NATURE OF THE ACTION

1. This is an action for violations of the Lanham Trademark Act 15 U.S.C. §§ 1051 et seq, relating to Defendants' impermissible use of trademarks belonging to Plaintiff and Breach of Contract relating to the parties' relationship in a restaurant business located in Montgomery County, Pennsylvania.

PARTIES

2. Plaintiff, Han Min Lee, is an individual residing at 110 Tenaflly Road, Tenaflly, New Jersey 07670.

3. Defendant, 1333 Enterprise, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at 1333 W. Cheltenham Ave, Suite 102, Elkins Park, Pennsylvania 19027.

4. Defendant, Choi, is an individual residing at 22 Southwood Drive, Cherry Hill, New Jersey 08003.

JURISDICTION

5. This action arises under the Lanham Trademark Act 15 U.S.C. §§ 1051 et seq. (the "Lanham Act"). Accordingly, this Court has federal question jurisdiction over the subject matter of this action pursuant to 15 U.S.C. § 1121(a) and 28 U.S.C. §§ 1338(a), (b).

6. Subject matter jurisdiction over Plaintiff's related state and common law claims is proper pursuant to 28 U.S.C. §§ 1338 and 1367.

7. Venue in this district is proper under 28 U.S.C. § 1391(b).

BACKGROUND

8. 1333 Enterprise was formed for the purpose of owning and operating a Korean restaurant to be located in a building at 1333 W Cheltenham Ave, Elkins Park, Pennsylvania ("Restaurant").

9. The building is owned by Defendant Choi and/or his entity More Shopping Center LP.

10. Plaintiff developed the name "DUBU Authentic Korean Cuisine" and associated logos based on the name of a Korean tofu dish ("Trademarks") for the purpose of using at the Restaurant and other restaurants which he would own in the future.

11. Plaintiff hired a lawyer to register the Trademarks. The registrations were filed on his behalf on February 8, 2018, with indications of first use on March 29, 2015 and in commerce

on April 29, 2015. (True and correct copies of the Trademarks are attached hereto collectively as Exhibit “A”.)

12. The Restaurant was registered with the state with the fictitious name DUBU Korean Restaurant on February 20, 2015.

13. Plaintiff believed that he and Defendant Choi were to be partners in the Restaurant at 1333 W. Cheltenham Avenue, and it was agreed upon by Plaintiff and Defendant Choi that Plaintiff would be entitled to 40% of the net profits derived from the operation of the restaurant.

14. Plaintiff entered into a Management Agreement with 1333 Enterprise to supervise and direct the general operation of the Restaurant. A true and correct copy of the Restaurant Management Agreement (“RMA”) is attached hereto as Exhibit “B”.

15. Pursuant to the RMA, Plaintiff was entitled to compensation as Manager in an amount equal to 30% of the “Net Profits” derived from the Restaurant.

16. The Restaurant opened on April 29, 2015, serving authentic Korean cuisine.

17. Beginning in May 2015, Plaintiff was paid a salary of \$1,000 per week.

18. Plaintiff was never compensated for his percentage of profits from the Restaurant, either the 40% pursuant to his partnership agreement with Defendant Choi or the 30% set forth in the RMA.

19. Further, upon information and belief, the Net Profits of the Restaurant were artificially deflated as a result of Defendants Choi’s and/or 1333 Enterprises paying excessive rent (far in excess of fair market value) to Choi’s entity, More Shopping Center LP.

20. Pursuant to the RMA, Plaintiff was entitled to 90 days’ notice of termination. (RMA at ¶5). However, on or about September 30, 2018, Plaintiff was terminated without notice and told to stay away from the restaurant.

21. Plaintiff was neither paid his salary of \$1,000 for the 90 day termination period (which is equal to approximately \$5,625) nor was he paid any Net Profits for any time throughout the parties' relationship (2015 through December 2018).

22. Further, although Plaintiff is the owner of the Trademarks, Defendants 1333 Enterprise and Choi continue to use them at and for the Restaurant. Exhibit "C" hereto are images of the Trademarks in use at or for the Restaurant, in particular, on its website, front door, building and other promotional items.

23. On or about November 30, 2018, demand was made upon Defendants Choi and 1333 Enterprise to cease and desist using the Trademarks and for an accounting of profits earned from the improper and unlawful use of the Trademarks following Plaintiff's termination and revocation of his permission to use them.

24. Defendants Choi and 1333 Enterprise continue to impermissibly use the Trademarks.

COUNT I – Lanham Act Violations

25. Plaintiff hereby incorporates by reference all preceding paragraphs as if fully set forth herein.

26. Plaintiff has valid Trademarks as demonstrated by the certificates of registration attached hereto as Exhibit "A".

27. Defendants are using the marks in commerce in connection with the operation of the Restaurant, including but not limited to using the marks in connection with the Restaurant's website, storefront, and promotional items.

28. Defendants' use of the contested mark is likely to cause confusion as Defendants are using the identical Trademarks registered by Plaintiff.

29. Because Defendants continue to use Plaintiff's Trademarks, Plaintiff is prohibited from using the Trademarks himself as he intended because any restaurant business operated by Plaintiff would likely be confused with the Restaurant.

30. By reason of the foregoing, Plaintiff hereby asserts a claim against Defendants for injunctive and monetary relief pursuant to Section 43(a) of the Lanham Act, 15 U.S.C. § 1114, with regard to Defendants' knowing and willful use of the Trademarks in commerce without Plaintiff's consent.

WHEREFORE, Plaintiff seeks relief against Defendants Choi and 1333 Enterprises as follows:

A. Defendants, their agents, servants, employees, officers, successors and assigns, and all persons acting in concert with them, be restrained and enjoined from use of the Trademarks or any colorable variation or imitation thereof;

B. Defendants disgorge profits and pay to Plaintiff damages in an amount to be determined.

C. Plaintiff be awarded his costs, attorneys fees and such other and further relief as the Court deems to be just and proper.

COUNT II – Breach of Restaurant Management Agreement (Plaintiff v. 1333 Enterprises)

31. Plaintiff hereby incorporates by reference all preceding paragraphs as if fully set forth herein.

32. Plaintiff entered into the RMA with Defendant 1333 Enterprises, whereby Plaintiff was to be compensated with 30% of the Net Profits.

33. Plaintiff never received his share of Net Profits in breach of the RMA.

34. Defendants Choi and/or 1333 Enterprises additionally paid rent to the building owned by Choi and/or his entity in excess of fair market value, thereby artificially reducing Net Profits.

35. The RMA additionally required 90 notice of termination. Plaintiff was terminated without 90 days' notice, and has not been compensated for the 90 day period.

36. As a result thereof, 1333 Enterprises breached the RMA, causing Plaintiff to suffer damages.

WHEREFORE, Plaintiff seeks an award of compensatory damages against Defendant, 1333 Enterprises, Inc., in an amount in excess of \$150,000 plus interest and costs of suit.

COUNT III – Breach of Partnership Agreement (Plaintiff v. Choi)

37. Plaintiff hereby incorporates by reference all preceding paragraphs as if fully set forth herein.

38. Plaintiff and Defendant Choi entered into an oral partnership agreement pursuant to which Plaintiff would receive 40% of the net profits earned by the Restaurant.

39. Plaintiff never received his share of Net Profits for the entire period of the parties' business relationship.

40. Although Plaintiff was managing the Restaurant, all receipts were deposited into an account solely in the name and under the control of Defendant 1333 Enterprises. All bills were sent to the Restaurant and paid by Plaintiff from his bank account. Defendant 1333 Enterprises reimbursed Plaintiff for all bills he paid.

41. Defendants Choi and/or 1333 Enterprises additionally paid rent to the building owned by Choi and/or his entity in excess of fair market value, thereby artificially lowering the restaurant's Net Profits.

42. As a result, Defendant Choi breached his agreement with Plaintiff causing him to suffer damages.

WHEREFORE, Plaintiff seeks an award of compensatory damages against Defendant, Choi in an amount in excess of \$150,000, plus interest and costs of suit.

WEIR & PARTNERS LLP

By: 

Steven E. Angstreich, Esquire (#3739)

Amy R. Brandt, Esquire (#65739)

The Widener Building, Suite 500

1339 Chestnut Street

Philadelphia, PA 19107

(215) 665-8181

(215) 665-8464 Fax

sangstreich@weirpartners.com

abrandt@weirpartners.com

Dated: January 14, 2019

EXHIBIT “A”

United States of America

United States Patent and Trademark Office



Reg. No. 5,574,574

Registered Oct. 02, 2018

Int. Cl.: 43

Service Mark

Principal Register

Lee, Hanmin (UNITED STATES INDIVIDUAL), DBA DUBU Restaurant
1333 W. Cheltenham Ave. Suite 102
Elkins Park, PENNSYLVANIA 19027

CLASS 43: Restaurant and bar services, including restaurant carryout services

FIRST USE 3-29-2015; IN COMMERCE 4-29-2015

The mark consists of the word "DUBU" appearing above the words "AUTHENTIC KOREAN CUISINE" and an image of a millstone.

No claim is made to the exclusive right to use the following apart from the mark as shown: "DUBU" AND "AUTHENTIC KOREAN CUISINE"

The English translation of "DUBU" in the mark is "tofu".

SER. NO. 87-789,564, FILED 02-08-2018



Andrei Iancu

Director of the United States
Patent and Trademark Office

United States of America

United States Patent and Trademark Office



Reg. No. 5,574,571

Registered Oct. 02, 2018

Int. Cl.: 43

Service Mark

Principal Register

Lee, Hanmin (UNITED STATES INDIVIDUAL), DBA DUBU Restaurant
1333 W. Cheltenham Ave. Suite 102
Elkins Park, PENNSYLVANIA 19027

CLASS 43: Restaurant and bar services, including restaurant carryout services

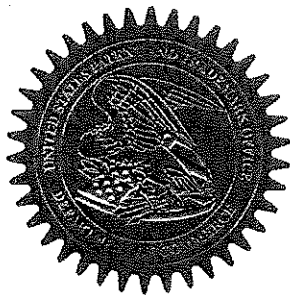
FIRST USE 3-29-2015; IN COMMERCE 4-29-2015

The mark consists of an image of a millstone appearing above the words "DUBU" and "AUTHENTIC KOREAN CUISINE" in the circle.

No claim is made to the exclusive right to use the following apart from the mark as shown: "DUBU" AND "AUTHENTIC KOREAN CUISINE"

The English translation of "DUBU" in the mark is "tofu".

SER. NO. 87-789,530, FILED 02-08-2018



Andrei Iancu

Director of the United States
Patent and Trademark Office

EXHIBIT “B”

RESTAURANT MANAGEMENT AGREEMENT

MANAGEMENT AGREEMENT, made as of the ____ day of _____, 2014, by and between **1333 ENTERPRISE, INC.**, a Pennsylvania corporation ("**Owner**") and Han Min Lee ("**Manager**").

WITNESSETH:

WHEREAS, Owner is a corporation organized under the laws of the Commonwealth of Pennsylvania and its primarily purpose is to own and operate a retail food establishment at 1333 Old York Road, Elkins Park, Pennsylvania, tentatively named "Dubu" (the "**Restaurant**"); and

WHEREAS, Manager is a _____ duly organized under the laws of _____ primarily for the purpose of managing retail food establishments; and

WHEREAS, Manager, through its officers and employees, is knowledgeable, experienced and proficient in all matters relating to the management of retail food establishments; and

WHEREAS, the Owner desires to utilize the services of Manager on a full-time basis in connection with the management of its Restaurant and Manager desires to render such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants and premises contained herein and intending to be legally bound, the parties hereto agree as follows:

1. **Employment.** The Owner hereby agrees to utilize the services of Manager and Manager agrees to render services to the Owner pursuant to the terms of this Agreement as hereinafter set forth in connection with the operation of the Restaurant. Manager is retained by the Owner only for the purposes and to the extent set forth in this Agreement, and its relationship to the Owner during the term of this Agreement shall be that of an independent contractor. The officers and employees of Manager shall not be considered employees of the Owner for any purpose.

2. **Manager's Duties.** Manager shall perform the following duties: supervise and direct the general operation of the Restaurant; operate the Restaurant efficiently and with proper economy; develop policies with respect to the installation of new features to the extent that the financial obligations and resources of the Owner permit; develop policies with respect to publicity for the purpose of creating the greatest possible net income from the Restaurant; stimulate the general business of the Restaurant; employ such assistants and other appropriate or otherwise required and necessary staff, chefs, employees, agents, clerks and servants at the Restaurant as may be required to maintain a standard and quality of management and operation at a level acceptable to the Owner and in compliance with all laws, rules and ordinances (including without limitation all health and safety codes); keep the Restaurant and all furniture, furnishings and other equipment therein and appurtenant thereto in repair; arrange for necessary

replacements, improvements and changes in the Restaurant and in the furniture, furnishings and other equipment therein subject to the Owner's approval; supervise the placing of insurance on the Restaurant and on all furniture, furnishings and equipment therein against all risks usually covered in the case of similar properties and businesses, including, but without limitation, fire, plate glass, workmen's compensation, dramshop liability, general liability, and fidelity insurance and all other usual insurance (which shall also cover any liability of Manager); maintain the Restaurant in order to assure compliance with the requirement and other relevant criteria of all licensing agencies having jurisdiction over the Restaurant and including without limitation, the Pennsylvania Liquor Control Board; place at the disposal of the Owner its decorating, general purchasing, supervising and accounting departments; maintain the Restaurant liquor license in good standing and free of lien and comply with all laws applicable to same and assure no underage drinking of alcohol is permitted or occurs at the Restaurant; and perform all other acts necessary or desirable in the operation of the Restaurant. Manager shall in no event be responsible for or obligated to file any lawsuit or claim on behalf of Owner in order to recover under or otherwise perfect any claim which Owner may have against a third party.

3. Consideration.

(a) As consideration for the performance of services by Manager during the term of this Agreement, Manager shall be entitled to its compensation, which shall be paid to, or credited to the account of, Manager, as hereinafter provided.

(i) Manager shall be entitled to incentive compensation in an amount equal to 30.0% of the "Net Profits" derived from the Restaurant. The "Net Profits" shall be determined on a quarterly basis by the Restaurant's accountant retained by Owner, and shall computed to account for all receipts, expenditures and depreciation .

(ii) For purposes hereof, "Net Profits" shall be calculated using the *[cash]* basis of accounting and shall be calculated by subtracting from the gross receipts all expenses and expenditures incurred in operating the Restaurant, including without limitation depreciation of any capitalized costs, as more fully set forth on Exhibit A attached hereto and incorporated herein.

4. Expenditures by Manager. With the Owner's prior written approval, Manager shall have power and authority to make all contracts and disbursements necessary to carry out the duties conferred and imposed upon it by this Agreement, including, but not limited to, the authority to pay for all expenses of management, operation, maintenance and insurance. Manager may, with Owner's prior written consent, in the name and at the expense of the Restaurant, institute any legal or equitable action or proceeding for the collection of charges and/or services or other income of the Restaurant. The staff requirements listed on Exhibit B hereof shall be deemed to be the employees of Manager and not of Owner for all purposes under this Agreement. Manager agrees to engage the services of a General Manager whose salary and related employee overhead shall be paid for solely by Manager.

5. Term.

(a) The term of this Agreement shall be two (2) years from the opening date of the Restaurant; provided, however, that either party may terminate this Agreement at any time by giving written notice to the other party of its intention to terminate the Agreement no less than ninety (90) days prior to the date of termination; provided, if the Manager shall be the party terminating this Agreement, the Manager shall pay to Owner at the time of giving Owner its notice of termination, the sum of \$_____ to compensate the Owner for its cost to replace Manager and likely loss of business, and not as a penalty (the "**Termination Payment**"). In the event this Agreement is terminated prior to the expiration of the two (2) year initial term, the Net Profits for purposes of determining the Manager's compensation to which Manager is entitled shall be calculated as of the date of termination.

(b) In addition, the Owner shall have the right to terminate the Manager for cause immediately upon giving written notice to the Manager. For purposes hereof, "for cause" shall mean (i) Manager's violation or breach of any terms of this Agreement, (ii) Manager's failure to provide the services required of Manager hereunder as determined by the Owner, (iii) or Manager or its personnel engaging in conduct which the Owner determines has injured the business or reputation of the Restaurant or which might so injure its business or reputation or so affects Owner's interest if Manager were to be retained.

6. **Assignment.** Except as specifically provided, this Agreement is personal to the Manager and the Manager may not assign nor delegate any of its rights or obligations hereunder without obtaining the prior written consent of the Owner, which Owner may withhold in its discretion. Notwithstanding the foregoing, it is understood that Manager shall employ hereunder personnel qualified to render the services required under this Agreement, and the utilization of such personnel shall not be deemed to be an improper assignment by the Manager.

7. **Indemnification.** Manager agrees to indemnify Owner from damages for injuries to persons or property resulting from any cause whatsoever in, on, or about the Restaurant, in connection with the operation of the Restaurant and, at its own cost and expense, to defend any action or proceeding against Manager arising therefrom. Notwithstanding the foregoing, Manager shall not be required to indemnify Owner against damages suffered as a result of gross negligence or willful misconduct on the part of Owner, or to the extent same are otherwise paid pursuant to any insurance policy.

8. **Confidential Information.** Manager agrees to keep all proprietary or financial information about the Restaurant and the Owner confidential and not to disclose such information to others during the term of this Agreement or at any time thereafter. All of the Restaurant's customer lists, recipes, financial reports, records, and all other documents concerning the Restaurant shall belong to, and remain, the exclusive property of the Owner.

9. **Non-Solicitation.** During the period that Manager is providing services to the Owner continuing for a period of twenty-four (24) months thereafter, Manager agrees that he shall not, directly or indirectly, solicit, encourage or entice any employee or independent contractor of the Restaurant to leave the Restaurant.

10. **Non-Competition.** Manager agrees that during Manager's affiliation with the Restaurant, and for twenty-four (24) months thereafter, Manager, nor any affiliate or party

related to the Manager, shall not, directly or indirectly, own, operate, or have any interest in, any restaurant which serves Korean cuisine within a fifty (50) mile radius of the Restaurant.

11. **Acknowledgement.** Manager acknowledges that: (i) as a result of his relationship with the Restaurant and Owner, Manager will possess the experience and capabilities to own, manage, operate, control or participate in the ownership, management, operation or control of, a competitor of the Restaurant; (ii) the provisions in Sections 8, 9 and 10 are reasonable provisions necessary to protect the Owner's business; and (iii) Sections 8, 9 and 10 are not intended to prevent Manager from competing.

12. **Notices.** Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Owner or Manager may specify hereafter in writing.

A. **To Owner:** 1333 Enterprise, Inc.
Attn: Yong Choi
22 Southwood Drive
Cherry Hill, NJ 08003

To Manager:

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law, including facsimile. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or by facsimile, and forty-eight (48) hours after having been deposited in the United States mails as provided herein.

13. **Governing Law.** The validity, effect and performance of this Agreement shall be governed by and interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

14. **Remedies.**

(a) Upon a default under this Agreement, the non-defaulting party shall have all rights and remedies available at law or in equity, including injunctive rights and the right to terminate this Agreement upon ten (10) days written notice.

(b) If Manager commits a breach, or threatens to commit a breach, of Sections 8, 9 or 10, the Owner shall have the right and remedy, without posting bond or other security, to a restraining order and/or injunction by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Owner and that money damages will not provide an adequate remedy for the Owner.

These rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Owner at law or in equity.

(c) If any of the covenants contained in Sections 8, 9 or 10, or any part thereof, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of the covenants, which shall be given full effect, without regard to the invalid portions.

(d) If any action, suit or other proceeding is brought to obtain a restraining order and/or injunction referred to in Section 14(a) above, or to seek any other relief on the Owner's behalf, and if the Owner prevails in any such action, suit or other proceeding, the Owner shall be entitled to reimbursement from Manager for all expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred in connection with the prosecution of such action.

15. **Severability.** The validity or enforceability of any provision of this Agreement or the application thereof to any person or circumstance shall not affect the other provisions hereof and the Agreement shall be construed in all respects and continue to bind the parties hereto as though any invalid or unenforceable provision were omitted.

16. **General.**

(a) The masculine pronoun, wherever used herein, shall be deemed to mean and include the feminine and the neuter where appropriate, and vice versa. The singular form, wherever used herein, shall be deemed to mean and include the plural where appropriate, and vice versa.

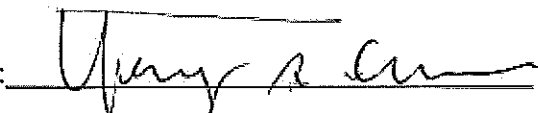
(b) The headings of paragraphs and subparagraphs in this Agreement are for the convenience of the parties only; they form no part of this Agreement and shall not affect its interpretation or construction.

(c) This writing represents the final and entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous representations, agreements, inducements or conditions, express or implied, oral or written, and may not be altered, amended, modified or rescinded except by an instrument in writing signed by the parties. The waiver by any party hereto of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the day and year first above written.

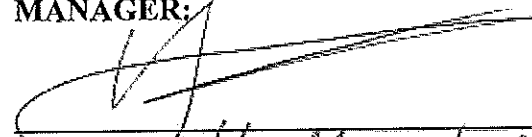
OWNER:

1333 ENTERPRISE, INC.

By: 

Attest: _____

MANAGER:

A handwritten signature in black ink, appearing to read 'HanMin Lee', written over a horizontal line.

Print Name: HanMin Lee

EXHIBIT “C”

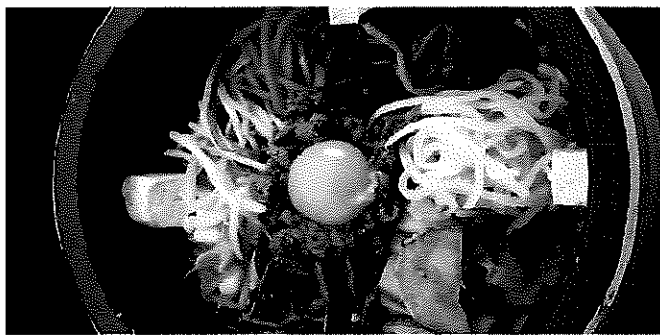








RESTAURANT MENU CONTACT US



RESTAURANT MENU CONTACT US



AT DUBU

WE PRIDE
OUR AUTHENTIC
AND
DELICIOUS
EXPERIENCE.

The restaurant is designed to portray the traditional warm atmosphere with a touch of modern twist. Our kitchen only uses the best ingredients to fully share the taste of Korean cuisine.

From colorful side dishes to flavorful stews onto mouthwatering Korean barbecue, DUBU is ready to share the experience with our customers. The large venue will accommodate groups of any size and the food perfect for all food lovers. Our door is open. Please come and enjoy.

DuBu
KOREAN BARBECUE



CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Lee, Han Min

(b) County of Residence of First Listed Plaintiff Bergen
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

1333 Enterprise, Inc. & Yong S. Choi

County of Residence of First Listed Defendant Montgomery
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Steven E. Angstreich, Esq./Amy R. Brandt, Esq.
Weir & Partners LLP
1339 Chestnut St., Ste. 500, Phila., PA 19107; 215-665-8181

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 2 Federal Question (U.S. Government Not a Party)
- ☐ 3 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input checked="" type="checkbox"/> 840 Trademark SOCIAL SECURITY <input checked="" type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. Section 1051, et seq.

Brief description of cause:

Trademark infringement and breach of contract

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ in excess of 150,000.00 ☐ CHECK YES only if demanded in complaint: JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

01/14/2019

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Han Min Lee

CIVIL ACTION

V.
1333 Enterprise, Inc. &
Yong S. Choi

NO.

19-182

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (XX)

1/14/2019

Steven E. Angstreich

Plaintiff, Han Min Lee

Date**Attorney-at-law****Attorney for**

215-665-8181

215-665-8464

sangstreich@weirpartners.com

Telephone**FAX Number****E-Mail Address**

(Civ. 660) 10/02

JAN 14 2019

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 110 Tenaflly Road, Tenaflly, NJ 07670

Address of Defendant: 1333 West Cheltenham Avenue, Ste. 102, Elkins Park, PA 19027 / 22 Southwood Drive, Cherry Hill, NJ 08003

Place of Accident, Incident or Transaction: 1333 West Cheltenham Avenue, Ste. 102, Elkins Park, PA 19027

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when *Yes* is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court?
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?

Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/>	No <input type="checkbox"/>

I certify that, to my knowledge, the within case ☒ is / ☐ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 01/14/2019

Steve Angstreich
Attorney-at-Law / Pro Se Plaintiff

3739

Attorney I.D. # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | 1. Indemnity Contract, Marine Contract, and All Other Contracts |
| <input type="checkbox"/> | 2. FELA |
| <input type="checkbox"/> | 3. Jones Act-Personal Injury |
| <input type="checkbox"/> | 4. Antitrust |
| <input type="checkbox"/> | 5. Patent |
| <input type="checkbox"/> | 6. Labor-Management Relations |
| <input type="checkbox"/> | 7. Civil Rights |
| <input type="checkbox"/> | 8. Habeas Corpus |
| <input type="checkbox"/> | 9. Securities Act(s) Cases |
| <input type="checkbox"/> | 10. Social Security Review Cases |
| <input checked="" type="checkbox"/> | 11. All other Federal Question Cases |
- (Please specify): Lanham Act

B. Diversity Jurisdiction Cases:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | 1. Insurance Contract and Other Contracts |
| <input type="checkbox"/> | 2. Airplane Personal Injury |
| <input type="checkbox"/> | 3. Assault, Defamation |
| <input type="checkbox"/> | 4. Marine Personal Injury |
| <input type="checkbox"/> | 5. Motor Vehicle Personal Injury |
| <input type="checkbox"/> | 6. Other Personal Injury (Please specify): _____ |
| <input type="checkbox"/> | 7. Products Liability |
| <input type="checkbox"/> | 8. Products Liability - Asbestos |
| <input type="checkbox"/> | 9. All other Diversity Cases |
- (Please specify): _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Steven E. Angstreich, counsel of record or pro se plaintiff, do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☒ Relief other than monetary damages is sought.

DATE: 01/14/2019

Steve Angstreich
Attorney-at-Law / Pro Se Plaintiff

3739

Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.